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# AGREEMENT

BETWEEN THE

ALBION BOARD OF EDUCATION

AND THE

ALBION EDUCATION ASSOCIATION

1969-1970

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PROFESSIONAL NEGOTIATIONS

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East Lansing, Mich.  
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ALBION PUBLIC SCHOOLS  
ALBION, MICHIGAN

*9/2/69-8/14/70*

*Albion Board of Education*

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## A G R E E M E N T

This Agreement entered into this 2nd day of September, 1969, by and between the Board of Education of Albion Public Schools, Calhoun and Jackson Counties, Michigan, hereinafter called the "Board", and the Albion Education Association, a voluntary association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association. The signatories shall be the sole parties to this Agreement.

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Albion is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board of Education has a statutory obligation pursuant to the Public Employee Relations Act 379 of Michigan Public Acts of 1965, amending Act 336 of Public Acts of 1947, to negotiate with the Association with respect to rates of pay, wages, hours, terms and conditions of employment, and

Whereas, the parties have reached certain understandings through good faith negotiations and desire to confirm these understandings pursuant thereto,

Therefore, the parties desire to execute the following mutual covenants:

### ARTICLE I

#### RECOGNITION

##### A. Definition of the Bargaining Unit:

The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in the Public Employee Relations Act 379 of Michigan Public Acts of 1965, amending Act 336 of Public Acts of 1947, for all professional personnel whether under contract, on leave, on a per diem hourly or class basis, newly employed, re-employed, and on tenure or on probation. The aforementioned professional personnel shall mean classroom teachers, guidance counselors, librarians, school psychologists, school diagnosticians, family living consultants, sex hygiene teachers, department chairmen, committee chairmen, art specialists, music specialists, physical education specialists, special education teachers, summer school teachers, driver education teachers, adult education teachers and federally funded teachers (as hereinafter defined), athletic directors, vocational directors, vocational teachers, school social workers, student activities coordinator, substitute teachers (where specifically mentioned in this Agreement), and any other certified personnel.

B. Exclusions from the Bargaining Unit:

1. All persons designated as full time administrators, directors, supervisors, such as superintendent of schools, building principals, directors of business, personnel, in-service, instruction, recreation, and their assistants.
2. Any teacher who is also a part-time administrator, supervisor or assistant shall be excluded from this Agreement for that time served in such position.
3. All persons for the time that they work as para-professionals (teacher aides), and including Albion College Work-Study and Reach programs.

C. Newly Created Positions:

All newly created professional positions shall be within the bargaining unit unless the positions are supervisory as defined in Act 379 of Michigan Public Acts of 1965, and recent and current interpretations by the Michigan Employment Relations Commission.

D. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

E. Nothing contained herein shall be construed to deny or restrict any teacher the rights he may have under Michigan General School Laws or under policies, rules, and regulations of the Board of Education.

F. Definitions:

1. Whenever the word "Association" is used, it shall mean the Albion Education Association.
2. Whenever the word "Board" is used, it shall mean the Board of Education of the Albion Public Schools.
3. Whenever the word "Teacher" is used, it shall mean all professional personnel and/or certificated personnel within the bargaining unit as defined in Article I, Section A, of this Agreement.
4. Certificated Personnel means personnel with Michigan Teaching Certificates or Permits as spelled out in the State of Michigan General School Laws, as amended.
5. Newly Employed Personnel shall mean any teacher employed by the Board of Education for the first time, who has signed any kind of contract and whose name has appeared in the official Board minutes for employment. Said persons meeting the above conditions shall be subject to the provisions of the Agreement currently in effect.

6. Re-employed Personnel shall mean any teacher employed by the Board of Education who has previously been employed as a teacher by the Board. Said persons meeting the above conditions shall be subject to the provisions of the Agreement currently in effect.
7. Supervisor is a person as defined in Act 379 of Michigan Public Acts of 1965, and recent and current interpretations handed down by the Michigan Employment Relations Commission.
8. Adult Education Teacher is a certified person teaching either credit or non-credit adult education courses. Non-certificated persons teaching non-credit adult education courses shall be excluded from this Agreement.
9. Federally Funded Teacher is a person teaching in the Albion Public Schools who is partly or fully paid with Federal funds.

## ARTICLE II

### TEACHER, ASSOCIATION, AND BOARD RIGHTS

- A. The teacher and the Association, as the exclusive bargaining representative of the teacher, shall have and enjoy all the rights and privileges granted to them by Act 379 of Michigan Public Acts of 1965, amending Act 336 of Public Acts of 1947, and by other applicable Michigan statutes now or hereafter enacted except as expressed or limited by the terms of this Agreement.
- B. The Board hereby reserves and retains unto itself full rights and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall not violate the provisions of this Agreement.
- C. Facilities:
  1. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings according to the general policies and rules established by the Board.
  2. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association while on school premises.

3. The Board shall provide one bulletin board in each building to be placed in the teachers' lounge of the Association's choice for the exclusive use of the Association. The Association will assume full responsibility for the bulletin board and all materials placed upon it.
4. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use.
5. The Association will have the right to use the school district mail service, public address systems, and teacher mailboxes for communications to teachers. All materials placed by the Association in teachers' mailboxes shall be identified as A.E.A. materials, and the Association will assume full responsibility for said materials.
  - a. The above statement shall not be construed to mean that the Board agrees to furnish public address systems in buildings where they are not presently available.
6. Vending machines may be installed in the teachers' lounges at the request of the Association and will be maintained by the Association without cost to the Albion Public Schools.

D. Information:

1. The Board agrees to make available, for examination, to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of certificated personnel; tentative budgetary requirements and allocations (including county allocated budgets); agendas and minutes of all Board meetings; treasurer's reports; census and membership data; names and addresses of all teachers, and salaries paid thereto; educational background, certification, and tenure status of all teachers; and such other information, excluding private and/or privileged communications, as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
2. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of the fact prior to the reaching of a final decision with respect thereto and will give the Association the opportunity to meet with the Board or such

other representative as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof. Nothing herein shall be deemed to curtail the Board's right to determine millage or levy taxes at its discretion.

3. The Association agrees to reimburse the Board for any reasonable extra expense incurred in furnishing materials, or making the records available to the Association.
- E.
1. The President of the A.E.A. or delegated representative of the A.E.A. will be permitted to sit as a non-voting participant with the Board at its regular and/or special meetings, excluding study sessions (unless specifically invited) and executive meetings. Written communications from the Association to the Board will be placed upon the Board's agenda at their public meetings.
  2. Copies of the agendas and all accompanying reports of all Board meetings shall be sent to the President, President-Elect, and Immediate Past-President of the Association at the same time they are distributed to members of the Board.
- F. The Board shall inform the Association on any new or modified fiscal, budgetary, or tax programs; construction programs; or major revisions of educational policy prior to formal action by the Board. The Association shall be given reasonable opportunity to make recommendations to the Board with respect to said matters prior to their adoption.
- G. Teachers shall be entitled to full rights of citizenship. No religious or political activity of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be engaged on the teacher's own time or on such school time as may be mutually agreed upon between the Board and the teacher. Consistent with the current National Education Association Code of Ethics of the Education Profession, which is included in this Agreement, the private and personal life of any teacher is not within the appropriate concern or attention of the Board unless in the Board's opinion it directly affects the teacher's classroom teaching.

ARTICLE III

TEACHER WORK LOAD

A. Teachers Work Day:

1. The teachers work day shall begin and end as follows:
  - a. Elementary teachers: K-5  
8:00 a.m. - 11:30 a.m.  
12:45 p.m. - 3:45 p.m.
  - b. Junior High School: 6-9  
7:45 a.m. - 11:35 a.m.  
12:35 p.m. - 3:15 p.m.
  - c. Senior High School: 10-12  
8:00 a.m. - 3:00 p.m.
2. The teachers work day will begin at least 10 minutes before the pupil day.
3. One hour per week may be added to the teacher work day for teacher meetings, in-service meetings, etc. This period shall not come on Friday or on days preceding holidays or vacations. The principal and staff shall attempt to work out the day of the week for these meetings, but the principal may call these meetings upon 24 hours notice.
4. All teachers shall be scheduled so as to be free from classroom instructional and supervisory duties at least 50 consecutive minutes per day in addition to their lunch period. This period shall be used for educational purposes, including planning and preparation somewhere in the building at the teacher's discretion.
5. No teacher shall leave the school grounds during the teacher work day without consent of the principal with the exception of the lunch period except as provided for elsewhere in this Agreement.
6. All senior high school teachers shall have a duty free, uninterrupted lunch period of at least 30 minutes between 11:00 a.m. and 1:30 p.m.
7. There shall be a recess plan developed at each elementary school that will be agreeable to staff and principal.
  - a. A shared plan may be developed.
  - b. Other plans consistent with good education practices may be developed.

8. School shall be dismissed all day on Good Friday.
9. On days preceding holidays or vacations the teachers day shall end at the close of the pupils day. On Fridays, the teachers day shall end fifteen (15) minutes earlier or until the children are on the bus, which ever comes later.
10.
  - a. An overload shall be defined as the actual instruction and/or supervision of students for at least one additional schedule period per day in addition to the 5 clock hours (300 minutes) as specified in Article III, Section A, subsection 11.
  - b. Teachers with previous teaching experience who are new to the Albion Public School System may be offered overloads only if no current member of the department desires the overload.
  - c. Beginning teachers shall not be given overloads.
  - d. Teachers who accept instructional duties in excess of 5 clock hours (300 minutes) within the teachers work day shall be compensated for said duties according to the following formula: For each clock hour of additional class period of additional duties the teacher shall be paid 18% of his basic teaching salary (excluding supplemental pay) on an annual or per diem basis.
  - e. The administration will work toward the elimination of overloads.
11. The teacher work day shall include but not exceed 5 clock hours (300 minutes) for the instruction and/or supervision of children.

B. Work Year:

1. The teachers work year shall be 190 days including paid holidays.
2. The normal winter and spring vacations shall not be considered as holidays.
3. In the event that only one pupil attendance day shall come between a weekend and a holiday this day shall be classified as a paid holiday.
4. The Association and the Board shall annually negotiate the Teacher-Student calendar. If the parties fail to reach an agreement on the said calendar, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or a mediator from said agency, including fact-finding or any other such lawful measures it may deem necessary. Only after mutual agreement on said calendar by both parties shall it become a part of this Master Agreement. There shall be no deviation from or change in said calendar

as printed elsewhere in this Agreement except by mutual agreement of both parties, or as spelled out in Article III, Section B, sub-section 5 of this Agreement. In the event of disagreement over said calendar, all other sections of this Master Agreement shall remain in full force and effect.

5. After consultation with the Association, the Board may expand the maximum number of work days for teachers in order to comply with but not to exceed statutory requirements to receive full State Aid, and the school calendar may be expanded to meet these statutory requirements.

C. Class Loads:

To improve the quality of the instructional program the Board and the Association agree to work cooperatively in an effort to reduce class size.

1. Elementary:

- a. Classroom teachers, excluding junior primary and special education teachers, will be assigned to elementary buildings on a basis of one teacher for each 28 students in grades 1 through 5. If the total number of students in any building when divided by the total number of teachers assigned to that building leaves a remainder of 14 or more children, one additional classroom teacher shall be assigned to that building.
- b. Kindergarten teachers shall be assigned to elementary buildings on a ratio of one full time, or full time equivalent, kindergarten teacher for every 56 kindergarten children. If the total number of kindergarten children in any building when divided by the total number of half-time kindergarten teachers in that building leaves a remainder of 14 or more children, one additional half-time kindergarten teacher shall be assigned to the building. Reasonable effort shall be made to keep kindergarten classes at less than 30 children. Reasonable effort shall mean efforts to recruit and employ teachers to achieve this ratio after the enrollment in the fall, if needed. In the event no adjustment is made, the teacher whose classroom is over 30 may refer the problem to the instructional council.
- c. The enrollments on the 4th Friday shall be used to determine the number of pupils and the number of teachers in achieving this ratio.
- d. Teachers and building principals shall cooperatively distribute the children by grades and/or classrooms.
- e. The Board shall work toward the elimination of split classes. If split classes are necessary, they shall contain 28 students or fewer, unless the classroom teacher agrees to

exceed this number. As much as possible all split classes will be level ability splits.

- f. A junior primary program consisting of at least three classes of 15-18 students will be established during the first week of school in the fall of 1969.
- g. If necessary to achieve the ratio specified in Article III, Section C, sub-section 1 a., the portable classroom will be used as the Board determines need.
- h. The Board will attempt with the help of the administration and teaching staff to balance enrollments between elementary schools which may include moving students, with parents consent, to elementary buildings where space is available.
- i. Any complaint as to the cooperative distribution of children by grades and/or by classrooms by teacher and principals, as found in Article III, Section C, sub-section 1 d., shall not be considered a basis for grievance.
- j. After the 4th Friday in September these ratios may be exceeded if:
  - (1) All elementary rooms in the system are being used.
  - (2) The portable classroom is being used to meet the elementary class ratio.
  - (3) The Board of Education does attempt to balance enrollments between schools by asking children to attend a different building, if the parents of the children will consent.

2. Secondary:

- a. The maximum total teaching load per individual teacher in the Junior and Senior High Schools for other than teachers of performing music groups and typing classes shall be 155 pupils per 5 periods of actual teaching (or a pro-rata number of pupils for a lesser or greater number of periods).
- b. Attempts shall be made to reduce the total teaching load to 150 or less students.
- c. The maximum class size except for performing music groups and typing shall be 35 pupils, unless the teacher agrees to exceed the maximum.
- d. Team teaching and large shared group instruction will be exceptions to above Part a. and c. of Article III, Section C, part 2.
- e. Shop classes using power equipment shall be limited to

25 pupils.

- f. Pupils in science lab courses, typing courses, industrial arts courses, vocational shop courses, and art courses shall be limited to the number of stations the room is equipped for. This shall also be the maximum in homemaking when the homemaking room is used for laboratory purposes. The number of students in a beginning cooking class shall not exceed four per kitchen unit.
- g. The number of pupils in vocal and instrumental music courses shall be agreed upon by the building principal and the teacher in regard to the purpose of each group.
- h. Swimming classes shall be limited to 25 students when one instructor is present.
- i. Study halls shall be limited to 60 students per teacher.
- j. The Board recognizes the desirability of remedial (slow-learners), accelerated, and innovative programs. To implement these programs, departments will work with building principals to develop variable class sizes.
- k. These maximum class sizes may be exceeded in emergency situations such as lack of staff, lack of finances, or lack of facilities, provided that the Board and the Administration continue actively to attempt to secure adequate staff, adequate financing, and adequate facilities.

D. Teacher Aides:

The Board will attempt to secure non-professional and/or para-professional help for teachers to perform non-professional tasks whenever possible.

E. Teaching Conditions:

- 1. Full time kindergarten teachers shall be given one more day for parent conferences per conference time than regular elementary teachers.
- 2. Part-time elementary teachers shall be required to spend the appropriate pro-rata time in parent conferences.
- 3. The Board agrees at all times to keep all schools properly equipped and maintained according to standards established through policy determination and according to standards required of schools by other appropriate agencies.
- 4. The parties will confer from time to time for improving the selection and use of educational tools, materials, and supplies.

Two meetings shall be held each year between the Association and the Board. One meeting shall be held prior to January 1 and another prior to June 1.

5. A separate budget for supplies and equipment for special education shall be provided and made known to special education teachers.
6. The Board agrees to make available in each school in good repair typewriters, duplicating equipment and materials. Clerical assistance, if available, will be provided for teacher use.
7. The Board will provide lockable drawer space (desk or filing cabinet) for each teacher in his room. A lockable place for coats and other personal effects will be provided somewhere in the building.
8. Teachers shall not be required to work under unsafe or hazardous conditions or perform tasks which endangers health, safety, or well being. The Association representative(s) shall notify a building administrator in writing as soon as possible if in his opinion such conditions or circumstances exist.
9. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association. This shall apply only to additional non-paid non-instructional assignments. This shall not apply to attendance reporting, grade reporting, or permanent record keeping.
10. There shall be at least 3 counselors for grades 10-12 and at least 3 counselors for grades 6-9.
11. Teachers shall not be required to:
  - a. Supervise lunch rooms.
  - b. Supervise halls and playgrounds during students' noon hours.
  - c. Supervise bus students after the student day, except in emergency situations.
  - d. Catalogue library books, shelve library books, or prepare library displays in the library.
12. Both the Association and the Board recognize the desirability of having adequate staff necessary to provide adequate and complete services in the areas of Guidance Counseling, Library, and Special Education. The desired minimum staff per area is as follows:

Counselors equivalent to the number of grades 6-12.

One librarian per two (2) elementary buildings and one librarian per secondary building with each librarian having a staff assistant.

Special education teachers to provide an adequate program for all eligible students so that no eligible student's name shall remain on a waiting list for more than one school year.

The Board shall make reasonable efforts to meet the desired staff per area as listed above by August 14, 1970.

Reasonable efforts shall mean sincere efforts to meet the obligations assumed by the Board or Association.

- a. It shall mean in the area of personnel, the advertising of positions, the interviewing of candidates (if available), the offering of positions to qualified candidates. It shall mean documenting to the other party upon demand, the evidence of these efforts.
  - b. In the area of finance it shall mean the use of such resources as local levies, state funds, foundations grants, and federal funds. It shall mean the conducting of campaign or campaigns in cooperation with the other party if there is agreement for additional local financing.
  - c. Either party to this Agreement shall have the right to ask for and receive evidence of the level of effort the other party has used to meet his obligations.
13. The film budget shall be sufficient to carry on the instructional program of the Albion Public Schools.
- a. Film requests from teachers for the succeeding year may be submitted by teachers through the Audio-Visual Director between January 1 and March 1.
  - b. Teachers shall be informed by April 1 as to the approval of requests and orders shall be placed by April 15.
  - c. Teachers shall be informed of confirmations as soon as confirmations are received.
14. Teachers shall be reimbursed by principals for out of pocket expenses for prior approved expenditures.
15. The Board recognizes the worth of providing remedial reading programs at all schools, therefore the Board will provide remedial reading at all schools if qualified personnel are available. Reasonable effort shall be made to meet the

demonstrated need for remedial instruction.

16. Adequate storage space for instructional supplies shall be provided in all buildings.
17. Teachers shall have access to basic textbooks, school policies, and school procedures at all times.
18. The Board recognizes the educational worth of providing art, music, and physical education by other than classroom teachers in elementary grades 1 through 5. To this end, the Board will provide physical education teachers, music teachers, and art teachers so that instruction in each of these areas can be provided in grades 1 - 5 at least 1/2 hour per week.
19. All necessary teacher's and student's supplies and textbooks shall be on hand so that school may open in the fall.
20. The Board and the Association will promote the use of:
  - a. Multi-ethnic textbooks.
  - b. Multi-ethnic materials and books in school libraries.
  - c. In-service training for increasing of the understanding of human relations.
21. Methods of distribution of supplies shall be worked out by the principal and the teachers in each building.

ARTICLE IV

LEAVES OF ABSENCE

A. Leaves without pay:

1. Peace Corps and other leaves of absence without pay will be granted for one year with provisions for a one year renewal, at the request of the teacher, to any contracted teacher who joins the Peace Corps, Vista, or similar program as a full time participant in such program. In-teaching experience for the purpose of increments on the salary schedule shall be allowed when said teacher is on leave of absence, as specified in Article IV, Section A, sentence one above, for each year of experience said teacher would have advanced had he been employed in the Albion School District.

a. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrue for the period of time spent in any of these programs.

2. Military:

Military leaves of absence without pay shall be granted to any contracted teacher who shall be inducted into, or shall enlist for military duty in any branch of the armed forces of the United States, in accordance with the provisions of Act 145, Public Acts of 1943, State of Michigan. Any period spent on military leave, not to exceed the initial enlistment or selective service term, shall be treated as full time teaching experience for any teacher granted this leave for the purpose of salary schedule payment and all previously accrued benefits such as, but not necessarily limited to, paid leave accumulated prior to enlistment or selective service term shall be reinstated. There shall be no paid leave granted for the period of time spent in service.

3. Health Leave:

a. A contracted teacher may be granted leave, without pay, for health reasons when such leave shall have been certified as necessary by a physician acceptable to the Board.

b. Such leave may be granted upon written application by the said teacher up to that portion of the semester or school year yet remaining. Such leave may be renewed at the discretion of the Board.

c. Upon return from leave the said teacher shall be restored to his position or a position of like nature, seniority,

and pay.

- d. The Board may place a teacher on leave for physical or mental disability within the provisions of the Michigan Tenure of Teachers Act.

4. Maternity Leave:

- a. Maternity leave granted under this article shall be without pay and may be granted to female teachers up to a maximum of two (2) years.

Upon application by the teacher this leave may be renewed annually at the discretion of the Board for up to four (4) additional years.

- b. Application for leave:

A teacher must request a maternity leave at least six (6) months prior to the expected date of birth. Said request for leave shall be filed with the Superintendent.

- c. Starting time of leave:

The leave will begin at the end of the semester if possible and no later than one month prior to the expected date of delivery. A teacher shall not be required to teach after the fifth month of pregnancy. The Board may demand that a teacher take a maternity leave after the fifth month of pregnancy.

- d. Reinstatement from leave:

- (1) A teacher shall make written application to the Superintendent for reinstatement from maternity leave prior to the expiration of the leave; provided that the teacher shall give at least 90 calendar days notice in advance of the requested date of return.
- (2) When the teacher desires to return to teaching at the expiration of the leave, the teacher shall request an interview with the Superintendent's designee to discuss her return to the classroom. This interview should be scheduled, whenever possible, in March or April for a September return, and October or November for a mid-term return.
- (3) A teacher shall be entitled to return from said leave prior to its expiration but no sooner than six (6) weeks after the date of delivery of the child upon: (1) filing with the Superintendent a written statement by a physician of her proper health, and (2) on recommendation of the Superintendent of

Schools. All accrued benefits such as, but not necessarily limited to, paid leave shall also be restored. The teacher shall be restored to her position or a position of like nature, seniority, and pay. Whenever possible the maternity leave will terminate at the beginning of the semester.

- (4) If full maternity leave is taken, the teacher will be restored to her position or a position of like nature, seniority, and pay, and no recommendation by the Superintendent will be needed for re-instatement. All accrued benefits such as, but not necessarily limited to, paid leave shall also be restored.

e. Renewal of leave:

An application for renewal of maternity leave must be submitted to the Superintendent ninety (90) days prior to the termination of the teacher's maternity leave.

- f. A female teacher, adopting a child, may receive similar leave by following the same procedure of notification as stated above. The teacher will give at least thirty (30) calendar days notice before starting said leave.
- g. Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed resignation if Master Agreement is in effect.

5. Leave for Professional Study:

Upon written application a leave of absence for up to one year may be granted without pay for professional study or travel. The regular salary increment shall accrue. This leave may be renewed at the discretion of the Board. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrue during the period of time spent in professional study leave.

Upon return from leave said teacher shall be restored to his position or a position of like nature, seniority, and pay. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

6. Public Office Leaves:

- a. A tenure teacher on the staff of the Albion Public Schools shall be granted a leave of absence without pay to campaign for, or serve in a public office.

- b. A probationary teacher on the staff of the Albion Public Schools may, at the discretion of the Board, be granted a leave of absence without pay to campaign for, or serve in a public office.
  - (1) Any probationary or tenure teacher granted a leave to campaign, who wins an election or gains an appointment to a public office, shall be granted the leave to serve in the elected or appointed office.
- c. Leaves as specified in Article IV, Section 6, sub-section a. above, to campaign for public office, shall be for not less than one semester nor more than one year.
- d. Leave of absence for service in elected or appointed public offices shall be for not less than one semester nor more than one term in office.
- e. Requests for leaves under this section shall be submitted at least 30 days prior to the beginning of the leave. However, the Board may, at its discretion, waive this 30 day requirement.
- f. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in public office leave.
- g. Upon return from leave said teacher shall be restored to his position or a position of like nature, seniority, and pay. When such teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

7. Exchange Teacher Leave:

Upon application leave without pay for exchange teacher positions under either national or international programs may be granted to tenure teachers.

- a. The regular salary increment shall accrue.
  - (1) No benefits such as, but not necessarily limited to, paid leave shall be granted or accrue for the period of time spent in exchange teacher leave.
  - (2) Upon return from leave the teacher shall be restored to his position or a position of like nature, seniority, and pay. When said teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

8. Other Leaves:

- a. A leave of absence for one (1) year renewable up to a total of two (2) years without pay may be granted to any teacher for the purpose of serving as an officer in any local, state, or national education association.
- b. Other leaves of absence without pay may be granted for good reason, at the discretion of the Board. An example of another leave without pay shall be for military reserve training duty not to exceed two weeks, however, a letter from the commanding officer of the teacher involved must be submitted to the Superintendent stating that such duty is necessary on school time.
- c. No benefits such as, but not necessarily limited to, paid leave shall be granted or accrued for the period of time spent in other leaves.
- d. Upon return from leave said teacher shall be restored to his position or a position of like nature, seniority, and pay. When said teacher is reinstated all previously accrued benefits such as, but not necessarily limited to, paid leave shall be reinstated.

9. General Provisions:

- a. All applications for leaves under Section A of Article IV must be filed in writing with the Superintendent and submitted to the Board at its next meeting.
- b. All teachers on extended leave shall submit a written application for reinstatement to position for the beginning of the next school year or renewal of leave for another year by March 1st of the preceding year.

B. Leaves with pay:

1. All full time teachers shall be allowed 17 days paid leave per year for personal illness or injury, or quarantine.
2. No more than 5 of the 17 paid leave days may be used for illness or injury in the immediate family.
3. No more than 5 of the 17 paid leave days may be used for funerals or other emergency leave such as, but not necessarily limited to, being subpoenaed as a witness in a court case.
4. a. Up to 5 of the 17 paid leave days may be used for personal business.  
b. Any two (2) of these personal business leave days shall be at the discretion of the teacher. The other three days of the personal business leave shall be at the discretion

of the Board.

- c. The teacher shall file an application for personal business leave with the principal of his building prior to taking said leave. If the application is for one or more of the leave days specified as being at the discretion of the Board, the principal shall decide whether the personal business leave will be granted or not.
  - d. No personal business leave will be granted, except at the discretion of the Board, immediately before or after a vacation period.
5. The unused paid leave is to be credited to the teacher at the end of the service year and may be accumulated without limit as to the total number of days.
  6. Any leave beyond the accumulated reserve will result in loss of compensation for the time off at 1/190th of the year's salary per day off.
  7. Part-time contracted teachers shall be granted paid leave on a ratio of their teaching load to the full time teaching load and shall accumulate paid leave days on a ratio of their teaching load to full time teaching load.
  8. A full time tenure teacher who has exhausted his paid leave may obtain up to 17 more paid leave days for the reasons specified in Article IV, Section B, sub-section 1., 2., and 3. For those days the teacher will receive the difference between his daily pay and the amount paid to the substitute teacher.
  9. A part-time tenure teacher who has exhausted his paid leave, as specified in Article IV, Section B, sub-section 7, may obtain up to 17 more paid leave days based on a ratio of his teaching load to the full time teaching load. For those days the teacher will receive the difference between his daily pay and the amount paid to the substitute teacher.
10. Jury Duty Leave:

A leave of absence may be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty paid by the court (not including travel allowance or reimbursement of expenses) for each day the teacher reports or performs jury duty and on which he as otherwise would have been scheduled to work. The teacher shall file with the Superintendent proof of duty before any payment can be made.
  11. Released Time:
    - a. When agreeable to both the Board and the Association a

contracted teacher may be released from regular duties without loss of pay to engage in negotiations or to process a professional grievance.

- b. A contracted teacher may be released without loss of pay subject to the approval of the Board to conduct school business.
- c. The A.E.A. President shall have the freedom to move from school to school to conduct Association business before and after the pupils' day.
- d. The Association may use time after the pupils' day to conduct Association business, if no other school meetings are scheduled.
- e. The teaching staff as a whole shall be released without loss of pay of the two (2) days for M.E.A. Regional Conference.
- f. For 1969-70, the Association and the Board agree that in-service educational programs are important to increase the competency of teachers. In accordance with the above, there shall be one in-service day in addition to pre-school workshop day(s) and M.E.A. Regional Conference days.

A possible topic may be the understanding of human relations. The above in-service day will not be used if it is needed to meet the statutory required 180 attendance days. The Association and the Board will jointly plan this in-service day. The Association will encourage its members to take advantage of these programs.

- 12. The Association shall be granted up to ten teacher days to conduct Association business such as, but not necessarily limited to, sending delegates to the Representative Assembly, sending delegates to the M.E.A. Leadership Conference, conferences for the A.E.A. President, officers, and committee men. The Association shall reimburse the Board for these days by paying to the Board the cost of the substitute for each teacher day the leave is used. For any days beyond ten, the Association shall pay to the Board the daily rate for the teacher who is gone on this leave (1/190th of the teacher's annual salary for each day off).
- 13. Leave of absence with pay may be granted at the discretion of the Board for, but not necessarily limited to, the following:
  - a. Visitation within Albion Public Schools or in other systems not to exceed one (1) day per teacher may be granted only upon written request of the teacher. The Board may approve expenses for these visitations.

- b. Attending educational conferences, conventions, and workshops. The Board may approve expenses for these.
  - c. Time necessary to take a selective service examination.
14. In the event of absence not covered in Article IV, the deduction from the teacher's salary shall be figured at 1/190th of the annual salary of the teacher per day.

## ARTICLE V

### PROTECTION OF TEACHERS

- A.
  - 1. The Board and Administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students and will undertake to establish special classes and services for these children.
  - 2. Teachers may refer children who they believe have severe emotional, mental, or physical handicaps, or who they believe to be severe discipline problems, to the Instructional Council. The Instructional Council shall refer said children to psychologists, diagnosticians, school social workers, welfare agencies, or other appropriate agencies for confirmation of suspected handicaps or problems, and proposed solutions or courses of action. The Instructional Council will study and may make recommendations if it so desires. Whatever recommendations are made by the Instructional Council shall be transmitted in writing to both the Board and the Association. Consultation between the building principal and the staff will be held to secure the best possible placement for these children.
  - 3. The teacher recognizes that he has the primary responsibility to provide an educational climate that may lead to good discipline and that he has the primary responsibility for the discipline of children, provided a teacher has all the authority to discipline as spelled out in the Michigan School Code of 1955 as amended.
- B. A teacher may use such force as is necessary to protect himself from attack or prevent injury to a pupil.

- C. A teacher may send to the principal and/or may request removal of a pupil from one class or classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, but in no event later than the close of the school day, a signed statement containing the full particulars of the incident.
- D. 1. Any written complaint to an administrator about a teacher shall be promptly called to the teacher's attention.
2. A written record of the complaint shall be made by the administrator complained to. This record shall be given to the teacher, the complainant, the building principal, and the Superintendent of Schools.
3. No action shall be taken on any complaint directed toward a teacher unless such matter is promptly reported in writing to the teacher concerned. As soon as possible after the complaint, a conference of the teacher, the Association representative, the principal, and others involved will be set up to discuss the complaint. If the complaint is placed in the teacher's personnel file, a summary of the discussion(s), findings and disposition of said complaint shall be attached to same. If any question of breach of professional ethics is involved the Association shall be notified.
- E. Any case of legal action, including suits, against a teacher which had its inception in a school-centered problem, either on or off school property, shall be immediately reported in writing to the Superintendent or his designated representative. In the event of such legal action the teacher may request assistance of the Board in said matter. The Board shall provide the following, if the teacher has acted within the scope of the written policies, rules and regulations of the Board of Education provided these do not conflict with the rights of teachers as guaranteed by the Michigan School Code of 1955 as amended: (1) Legal counsel for the teacher to advise him of his rights and obligations with respect to such legal action and all necessary assistance in connection with the handling of the incident by law enforcement and judicial agencies to maximum of \$2,000.00. (2) The teacher shall suffer no loss of salary or fringe benefits to the extent of his accrued leave or to the end of the contract year, whichever is greater. If workmen's compensation is paid to the teacher, the Board shall pay the difference between the workmen's compensation payments and the salary of the teacher. For each total day's salary paid by the Board to supplement the workmen's compensation payments under the provisions of this section the teacher shall be charged with using a day (1/190th of his year's salary) of his accumulated paid leave. (3) The Board shall provide without cost to teachers, a maximum aggregate yearly total of \$1,000,000.00 professional liability insurance.

No teacher shall be required to carry professional liability insurance, however, if the teacher has any applicable liability insurance the Board insurance may be used as supplemental coverage.

- F. The Board will reimburse the teacher from \$5.00 to \$100.00 for any school-connected loss, theft, damage or destruction of clothing or personal property of the teacher while in performance and/or in pursuit of his employment either on or off school premises, if the teacher is not negligent. The basis for reimbursement for loss, theft, damage or destruction of articles shall be on the basis of either replacement or cost of replacement. Negligence shall be defined to mean, but not necessarily be limited to, as leaving materials or articles in an unlocked car; leaving materials or articles in an unlocked room or desk provided there is a locked drawer or closet for the materials; not taking sufficient care to protect articles.

In a case of damage to an automobile or theft from an automobile parked in a school parking lot during the teacher's work day, or while the teacher is at the school on school business, the Board will pay damage or theft up to but not exceeding \$50.00 provided the teacher is carrying comprehensive insurance. If the teacher's insurance covers the full loss, damage, theft, or destruction of property of the teacher while on duty in or on school property the Board shall not reimburse the teacher.

- G. No teacher will be required to administer any medication prescribed for a student.
- H. No teacher shall be required to transport any child for any reason.
- I. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in a professional performance. When a request for such representation is made no action shall be taken with respect to the teacher until such representative of the Association is present, provided that the principal in any and all instances may also request that the Association representative be present on any disciplinary matter.

ARTICLE VI

NEGOTIATION PROCEDURES

- A. In the event this contract is reopened for negotiations, by either party, as provided in the reopener clause of this Agreement, the parties will promptly negotiate.
- B. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission, or a mediator from said agency, including fact-finding, or any other lawful measures it may deem necessary.
- C.
  - 1. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment hereto.
  - 2. Representatives of the Board and the Association's bargaining team will meet on the last school Wednesday of each month in the months of September, November, January, March, and May for the purpose of reviewing the administration of the Agreement to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  - 3. Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.
  - 4. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers and Board representatives involved are free from assigned responsibilities, unless otherwise mutually agreed.
  - 5. Should such a meeting result in a mutually acceptable written amendment of the Agreement then the written amendment shall be subjected to ratification by the Board and the Association.
- D. Neither party in any negotiation shall have any control over the selection of negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties their representatives shall

attach their signatures to the ratification. There shall be three (3) signed copies for purpose of record: one retained by the Board; one by the Association; and one by the Superintendent.

## ARTICLE VII

### GRIEVANCE PROCEDURES

#### A. Definition:

1. A grievance shall be defined as any alleged violation (misapplication or misinterpretation) of the Agreement or any of the rules and regulations or orders of the Board.
2. The term days as used herein shall mean days in which school is in session.

#### B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to grievances which may from time to time arise.
2. A claim by a teacher and/or the Association, that there has been a violation (misapplication or misinterpretation) of any provision of this Agreement or any rule or regulation or order of the Board, will be processed as a grievance as hereinafter provided.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss that matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

#### C. Structure:

1. The Association shall designate one elementary and two or three secondary representatives per building to handle the grievance when requested by the grievant. Each building principal shall be notified by October 1st each year of the name or names of Association representative(s) in that building.

2. The Board hereby designates the building principal to be the administrative representative when the grievance arises in that school building.
3. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building.

D. Grievance Form:

1. Written grievances as required herein shall contain the following:
  - a. It shall be signed by the grievant, or grievants, and the Association.
  - b. It shall be specific.
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation (misapplication or misinterpretation).
  - d. It shall quote the section or sub-sections of the contract alleged to have been violated, or the rule or order of the Board to have been alleged to have been violated.
  - e. It shall contain the date of the alleged violation.
  - f. It shall specify the relief requested.

E. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties.
2. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in a hardship to any party, the Board shall use its best efforts to process such grievance prior to the close of the school year or as soon as possible thereafter.

F. Level One:

1. In the event that a teacher believes there is basis for a grievance he shall first discuss the alleged violation with the building principal, either personally or accompanied by his Association representative, within fifteen (15) days of the alleged violation or when the grievant could have reasonably known of the occurrence.
2. If the grievance involves more than one building, the teacher

shall first discuss the alleged violation with the Superintendent, either personally or accompanied by his Association representative, within fifteen (15) days of the alleged violation or when the grievant could have reasonably known of the occurrence. The Superintendent may discuss with appropriate members of his staff prior to rendering a decision within four (4) days of the discussion. If as a result of the informal discussion with the Superintendent a grievance still exists, the teacher may proceed to Level Two within four (4) days after the Superintendent's oral discussion.

3. If as a result of the informal discussion with the building principal a grievance still exists the teacher may invoke the formal grievance procedure through the Association on the grievance form provided, signed by the grievant and the Association representative. One (1) copy of the grievance form shall be delivered to the building principal and one (1) copy filed with the Association. The grievance form Schedule B. shall be available from the Association.
4. If a grievance in writing does not reach the building principal or the designated Board representative within four (4) days after the oral discussion, the grievance shall be considered as waived.
5. Within four (4) days of the receipt of the written grievance the building principal shall indicate his disposition of the grievance in writing, sending a copy to the grievant and the Association.

G. Level Two:

1. If the Association is not satisfied with the disposition of the grievance, or if no such disposition has been made within the required four (4) days a copy of the written grievance, signed by the grievant and countersigned by the Association, shall be filed with the Superintendent or his designated agent. If the grievance involves more than one building, the grievance form shall be given to each building principal.
2. Within four (4) days of the receipt of the written grievance the Superintendent shall meet with the grievant and the Association. The Superintendent shall indicate his disposition in writing within four (4) days of the meeting, transmitting a copy to the grievant(s) and the Association.

H. Level Three:

1. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no such disposition has been made within four (4) days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board.
2. The Board at its next regular meeting or two calendar weeks,

whichever shall be later, may hold a hearing on the grievance, review such grievance in executive or open session or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing shall be made by the Board no later than ten (10) days thereafter with written disposition being sent to the teacher and the Association.

I. Level Four:

1. If the Board and the Association shall be unable to resolve any grievance, it may within ten (10) days, after the decision of the Board as specified above, be appealed to arbitration before an impartial arbitrator. If the Board and the Association are unable to agree upon an arbitrator, he shall be selected by the American Arbitration Association in accord with its rules. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decisions not later than twenty (20) days after the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall have no power to alter, modify, or add to or subtract from the provisions of this Agreement or order, rule or regulation of the Board. His authority shall be limited to deciding whether a specific article of this Agreement or a specific order, rule or regulation of the Board has been violated. The arbitrator's authority shall be subject to in all cases the rights, responsibilities and authority of the parties under the laws of the Constitution of the State of Michigan and of the United States.
2. The decision of the arbitrator, if within the scope of his authority as set forth above, shall be final and binding on both parties and the judgment may be entered in any court of competent jurisdiction.
3. The arbitrator shall be empowered to include in his award only such financial reimbursement as is set forth in the Master Agreement.
4. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

J. Miscellaneous:

1. Should a teacher and/or the Association fail to institute a grievance or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred unless there are unusual circumstances.
2. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be

re-instated with full reimbursement of all compensation lost. It is expressly understood that discharge shall not include the failure of the Board to renew a probationary teacher's contract.

3. Upon the failure to re-employ, or the placing on the third year of probation, the Board will advise the probationary teacher of the reasons therefore in writing with a copy to the Association. The probationary teacher shall have the right, independent of the grievance procedure, to a public or private hearing at his option before the Board with an Association representative present. Said hearing shall be requested in writing within ten (10) school days (days pupils are in attendance) after notification of the failure to re-employ or of placing upon third year probation.
4. Pending grievance(s) on discharge of tenure teacher(s) shall be dismissed upon filing of written charges under the Michigan Tenure of Teachers Act, and the Tenure Act shall govern all proceedings thereafter. The grievance procedure shall not apply to the following:
  - a. The failure of the Board to renew a probationary teacher's contract.
  - b. The placing of a probationary teacher on a third year of probation.
5. Any grievance which arises during the life of this Agreement may be processed until resolution in accordance herewith notwithstanding the expiration of the Agreement.
6. Unless it is agreed between both the Board and the Association to use released time all preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

#### ARTICLE VIII

##### MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of the Agreement.

- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board as soon as possible from date of ratification. Thirty extra copies shall be given to the President of the Association.
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers within the bargaining unit or to the Board shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board retains the right to modify existing written policies or promulgate new written policies from time to time as the need arises so long as the same are not covered by or in conflict with this Agreement.

All existing and future school policies and regulations not covered in or in conflict with this Agreement shall remain in effect.

- E. Adequately maintained parking facilities will be provided at all schools. This does not guarantee off-street parking if on-street parking is available within one block of a school building, nor does it guarantee parking adjacent to all school buildings.
- F. Key(s) to the building(s) to which the teacher is assigned shall be made available to the teacher upon request.
- G. The Board's representatives shall decide and announce on Albion (WALM), Battle Creek (WBCK), and Jackson (WIBM) radio stations on days of excessive snow, prior to 6:45 A.M. whether or not school will be in session.
- H. Separate dining areas shall be provided for teachers in all schools.
- I. Diagnostic services shall be provided in the Albion Public Schools when qualified personnel are available.
- J. The principals will establish representative committees at each school for the joint development of written building policies. The Association representative(s) for each building will be included on these committees.
- K. All individual teacher contracts shall be issued on an annual basis and shall include the following phrase: "This Contract is subject to the terms and conditions of the Master Agreement ratified between the Board of Education of the Albion Public Schools and the Albion Education Association."
- L. Released time without loss of pay for a teacher enrolled in an approved course at any college or university shall be granted at the discretion of the Board if the course is offered after the pupil's day and if proper application in sufficient time is made for the teacher to have released time. This released time shall refer to the time between the

close of the pupils' day and the close of the teacher's day.

- M. First aid kits shall be provided for each industrial arts, physical education, and science room in each secondary school. At least one first aid kit shall be placed at each elementary school. All teachers shall be given the opportunity to take instruction in effective use of first aid equipment.
- N. One private telephone facility per building shall be made available to teachers for their reasonable use. Location of private telephone facilities shall be worked out cooperatively by the building principal and one delegated Association representative. Use of these phones shall be under the rules and regulations of the Board.
- O. The Board will make all possible effort to keep and improve the total educational level of the school system. The per-pupil cost shall be used as the base each year.
- P. The reading consultant at the Senior High School shall be provided with classroom space if available.
- Q. All itinerant teachers shall be organized as a single department ultimately responsible to one (1) administrator.
- R. Provisions for showing audio-visual materials shall be provided in each building.
- S. The Board will provide through book rental or at Board expense consumable workbooks for use in grades K-6 for all subjects in which teachers wish to use them. Teachers requesting workbooks shall submit said request to the Instructional Tools Committee on or before March 1 of each year. These requests including number needed, estimated cost, and rationals for use shall be submitted through the administration to the Board by May 1 of each year.
- T. The parties recognize the right of the Board to make reasonable changes in such policies which are not inconsistent with or in violation of the terms of this Agreement. In the event that a change in any policy affecting wages, hours, or terms of condition of employment is contemplated, which are not inconsistent with or in violation of the terms of this Agreement, the Association will be informed and given an opportunity to express its position as expressly provided for elsewhere within this Agreement. The Board will consider, during the life of this Agreement, any expressed positions of the Association or any recommended policies or policy changes relative to wages, hours and terms of condition of employment submitted by the Association.

ARTICLE IX

ACADEMIC FREEDOM AND STUDENT RIGHTS

- A. The parties agree that their goal is to educate their students in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of/and respect for the Constitution and the Bill of Rights, and to instill appreciation of the individual. It is recognized that the democratic values can best be transmitted in an atmosphere which is free from arbitrary and artificial restraint upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

In providing for the stimulation of inquiry, the acquisition of knowledge and understanding, the thoughtful formulation of worthy goals, and to foster respect for education, the Board and Association agree that the students can expect:

1. A free and undistorted view of the subject matter with varying points of view.
  2. The inclusion of all students regardless of sex, race, color, creed or national origin in the opportunity to participate or benefit under any program without the granting of any discriminatory consideration or advantage.
  3. That all confidential information obtained in the course of professional service not to be disclosed unless disclosure serves professional purposes or is required by law.
- B. Academic freedom shall be guaranteed to teachers, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional responsibility.
- C. Freedom of individual expression will be encouraged. Objective criteria for handling professional accountability will be developed by the Instructional Council to safeguard legitimate interests of the community and schools; and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE X

I. Basic Salary Schedules:

A. Minimum Salaries:

1. Non-degree - \$6,350.
2. A.B. or B.S. - \$6,925.
3. A.B. or B.S. - plus 18 Semester Hours (105% of A.B.) - \$7,271.25.
4. A.M. or M.S. - (108% of A.B.) - \$7,479.
5. A.M. or M.S. - plus 15 Semester Hours (112% of A.B.) - \$7,756.
6. A.M. or M.S. - plus 30 Semester Hours (116% of A.B.) - \$8,033.

B. Maximum Salaries:

1. The maximum salary for teachers without a degree shall be \$8,100 of the non-degree minimum achieved in 0-5 steps.
2. The maximum salary for teachers with a Bachelor's Degree shall be 156% of the A.B. minimum achieved in 0-10 steps.
3. The maximum salary for teachers with a Bachelor's Degree plus 18 Semester Hours shall be 156% of the A.B. plus 18 Semester Hours minimum achieved in 0-10 steps.
4. The maximum salary for teachers with a Master's Degree shall be 162.7% of A.M. minimum achieved in 0-11 steps.
5. The maximum salary for teachers with a Master's Degree plus 15 Semester Hours shall be 162.7% of M.A. plus 15 Semester Hours minimum achieved in 0-11 steps.
6. The maximum salary for teachers with a Master's Degree plus 30 Semester Hours shall be 162.7% of M.A. plus 30 Semester Hours minimum achieved in 0-11 steps.

C. Annual percentage increments for salary schedules shall be:

1. Non-degree - \$350.
2. A.B. or B.S. - 5.6%.
3. A.B. or B.S. plus 18 Semester Hours - 5.6%.
4. A.M. or M.S. - 5.7%.
5. A.M. or M.S. plus 15 Semester Hours - 5.7%.
6. A.M. or M.S. plus 30 Semester Hours - 5.7%.

D. 1969-70 Salary Schedule:

<u>Steps</u>	<u>%</u>	<u>B.A. 100%</u>	<u>B.A. + 18 105%</u>
0	100.0	6,925.00	7,271.25
1	105.6	7,312.80	7,272.44
2	111.2	7,700.60	8,085.63
3	116.8	8,088.40	8,492.82
4	122.4	8,476.20	8,900.01
5	128.0	8,864.00	9,307.20
6	133.6	9,251.80	9,714.39
7	139.2	9,639.60	10,121.58
8	144.8	10,027.40	10,528.77
9	150.4	10,415.20	10,935.96
10	156.0	10,803.00	11,343.15

Longevity 103% of Maximum		11,127.09	11,683.44
Increment		387.80	407.19

<u>Steps</u>	<u>%</u>	<u>M.A. 108%</u>	<u>M.A. + 15 112%</u>	<u>M.A. + 30 116%</u>
0	100.0	7,479.00	7,756.00	8,033.00
1	105.7	7,905.30	8,198.09	8,490.88
2	111.4	8,331.60	8,640.18	8,948.76
3	117.1	8,757.90	9,082.27	9,406.64
4	122.8	9,184.21	9,524.36	9,864.52
5	128.5	9,610.51	9,966.46	10,322.40
6	134.2	10,036.81	10,408.55	10,780.28
7	139.9	10,463.12	10,850.64	11,238.16
8	145.6	10,889.42	11,292.73	11,696.04
9	151.3	11,315.72	11,734.82	12,153.92
10	157.0	11,742.03	12,176.92	12,611.81
11	162.7	12,168.33	12,619.01	13,069.69

Longevity 103% of Maximum		12,533.38	12,997.58	13,461.78
Increment		426.30	442.09	457.88

Non-Degree

<u>Steps</u>	<u>Salary</u>
0	6,350.00
1	6,700.00
2	7,050.00
3	7,400.00
4	7,750.00
5	8,100.00

- E. 1. In order for a teacher to qualify for the Bachelor's Degree plus 18 semester hours, the 18 semester hours must have been earned subsequent to the granting of the Bachelor's Degree.
- 2. Teachers with two Master's Degrees shall qualify for the M.A. plus 30 schedule.
- 3. All teachers hired by the Albion Public Schools shall be placed on one of the salary schedules (or its modified form as spelled out in this Agreement) found in this Agreement.

F. Outside experience:

Experience in schools other than Albion shall be allowed up to the maximum of the salary schedule. Teachers shall be given credit for full time teaching experience for active military service up to a maximum of two years. Years of active military service shall be figured to the nearest full year. This shall not apply for teachers employed in the Albion Public Schools prior to the 1968-69 school year.

G. Longevity increment:

After a teacher has completed 15 years of service in the Albion Public Schools he shall receive an additional increment of 3% of the maximum salary for his schedule. Additional longevity payment shall be made at five year periods. Teachers who had achieved 15 or more years of service in Albion prior to July 1 1966 shall be equated as having had 15 years of service in Albion as of July 1, 1966.

II. Extra Pay for Extra Work:

A. Athletics:

- 1. Head football and head basketball coaches .....  
12% of basic teaching salary.
- 2. Assistant coaches in football and basketball .....  
8% of basic teaching salary.
- 3. Freshman football and basketball coaches .....  
6% of basic teaching salary.
- 4. 7th & 8th grade coaches in football and basketball .  
3.5% of basic teaching salary.
- 5. Head wrestling and swimming coaches .....  
9% of basic teaching salary.
- 6. Assistant coaches in wrestling and swimming .....  
5% of basic teaching salary.
- 7. Baseball and track coaches .....  
7% of basic teaching salary.
- 8. Assistant coaches in baseball and track .....  
4% of basic teaching salary.
- 9. Summer baseball shall have an additional \$100 added to regular baseball coaching stipend.
- 10. Golf, tennis, and cross-country coaches .....  
6% of basic teaching salary.

B. Other extra-work pay positions:

1. G.A.A. ....  
4% of basic teaching salary.
2. Cheerleaders .....  
6% of basic teaching salary.  
If cheerleading sponsor uses private car, he shall be paid 10¢ per mile for all approved mileage.
3. Forensics, including debate .....  
10% of basic teaching salary.
4. Senior high school instrumental, vocal and dramatics directors .....  
6% of basic teaching salary.
5. Junior high school yearbook and newspaper advisors .....  
5% of basic teaching salary.
6. Vocational and athletic directors if a teacher..  
12% of basic teaching salary.  
No person in either of these positions shall have either his pay for or time allotted to the position reduced as a result of adopting this schedule.
7. Student Council sponsor .....  
2% of basic teaching salary.
8. Class advisors:
  - a. Grades 6-9 ... 1% of each advisor's basic salary.
  - b. Grade 10 ..... 1½% of each advisor's basic salary.
  - c. Grade 11 ..... 2% of each advisor's basic salary.
  - d. Grade 12 ..... 2½% of each advisor's basic salary.
9. Safety patrol sponsor .....  
2% of basic teaching salary.
10. Merit ..... 250 - 300
11. Travel ..... 100 - 500
12. Teachers who travel between two schools shall receive a \$60.00 travel allowance. Teachers who travel between more than two schools shall receive \$120.00 allowance.

C. Hourly Rated Positions:

1. Adult Education and Summer School teachers:
  - a. For each hour a teacher teaches a course which gives school credit toward graduation, if course is not federally financed - \$7.00.
  - b. For each hour taught in a non-credit course - \$4.50.
2. Driver Education:  
For each hour taught after the student's day ends or in the summer - \$6.00.

- D. Teachers in the area of business and industrial and trade skills may be given credit for work experience on a year for year basis as provided in Article X, Section I, subsection F., if the teacher is vocationally certified in these areas and teaches vocationally approved courses.

- E. Regularly employed part-time teachers shall receive  $\frac{1}{5}$  of their appropriate salary (compared to full time teachers on the same step of the salary schedule) for each hour they instruct children.
- F. Placement of teachers on intermediate steps:
  - 1. If a new teacher is between two of the regular steps on the appropriate salary schedule that teacher shall be placed at the one-half step for experience up to  $\frac{1}{2}$  year. From  $\frac{1}{2}$  year to a full year the next higher step shall be used (a teacher with  $\frac{2}{5}$ th of a year shall be placed at the half, a teacher with  $\frac{3}{5}$ th of a year shall be placed at the next higher step) computed by going midway between the steps on a salary schedule. The teacher shall advance according to the regular salary schedule increments.
  - 2. Part-time teachers shall be placed on the appropriate salary schedule step as if they were full time teachers and then their load computed in fifths and the appropriate number of fifths of full time salary shall be the appropriate salary for the teacher on the part-time schedule.
- G. A teacher may change from one salary schedule to another at any time he produces evidence of qualification for a change to another schedule. The change will be effective as of the date of qualification or change of status.

### III. Special Education Schedule:

- A.
  - 1. The minimum salary for all teachers of the mentally retarded and teachers of speech and hearing therapy shall be 104% of minimum salary for the teacher's degree status, if the teacher is temporarily approved by the Department of Education.
  - 2. If the teacher is fully approved by the Department of Education the minimum salary shall be 108% of the minimum salary for the teacher's degree status.
  - 3. Annual increments for the 104% schedule shall be 104% of regular increments on appropriate salary schedule for A.B. or A.B. + 18 for 0-10 steps.
  - 4. Annual increments for the 108% schedule shall be 108% of regular increments on appropriate salary schedule for A.B. or A.B. + 18 for 0-10 steps.
  - 5. Annual increments for the 104% schedule shall be 104% of regular increments on appropriate salary schedule for an A.M. or A.M. + 15 or A.M. + 30 for 0-11 steps.

6. Annual increments for the 108% schedule shall be 108% of regular increments on appropriate salary schedule for an A.M. or A.M. + 15 or A.M. + 30 for 0-11 steps.
- B.
1. The minimum salary of teachers not subject to Part A. above such as, but not necessarily limited to, school psychologist, social workers, visiting teachers, home-bound teachers, and diagnosticians, who have temporary approval for special education programs shall be 105% of the minimum salary of the teacher's degree status. If the teacher is fully approved his minimum salary shall be 110% of the minimum salary of the teacher's degree status.
  2. Annual increments for the 105% schedule shall be 105% of regular annual increments on appropriate salary schedule for the A.B. or A.B. plus 18 for 0-10 steps.
  3. Annual increments for the 110% schedule shall be 110% of regular annual increment on appropriate salary schedule for the A.B. or the A.B. plus 18 for 0-10 steps.
  4. Annual increments for the 105% schedule shall be 105% of regular annual increments on appropriate salary schedule for the A.M. or A.M. +15 or A.M. + 30 for 0-11 steps.
  5. Annual increments for the 110% schedule shall be 110% of regular annual increments on appropriate salary schedule for the A.M. or A.M. + 15 or A.M. + 30 for 0-11 steps.
  6. Social workers and school psychologists with a Bachelor's plus 30 shall be put on the Master's schedule.
  7. Social workers with a Master's in social work shall be put on the Master's plus 30 schedule. Social workers will be given experience on the schedule both as social workers and as visiting teachers in a school system.

#### IV. Substitute Teachers:

- A. The Board shall agree at all times to maintain an adequate list of substitute teachers.
- B. Substitute teachers shall receive \$27.00 per day.
- C. Substitute teachers shall go on regular salary schedule pay after serving 5 consecutive days on the same assignment.
- D. Teachers may substitute for other teachers in emergency situations for not to exceed one hour per day. They shall

be paid \$5.40 for this hour.

- E. Student teachers are to be considered qualified substitutes under agreements made with institutions of higher education.

V. Fringe Benefits:

- A. The Albion School District will pay for each full time teacher up to \$17.50 per month for any or all of the following:
  - 1. Health and Hospitalization Insurance.
  - 2. Group Term Life Insurance.
  - 3. Income Protection Insurance.
  - 4. Long Term Disability Insurance.
  - 5. Dental Insurance.
- B. For part-time teachers (2/5 or 4/5 teaching) \$8.75 per month shall be paid.
- C. The teacher shall file the necessary authorization for his selection of the above on or before October 1st. This written authorization shall not be changed for a period of one year and may not be changed prior to October 1st of the year later than the one filed. In an emergency an appeal from this may be directed to the Superintendent.
- D. The teacher shall choose either Blue Cross-Blue Shield or M.E.S.S.A. coverage for health and hospitalization insurance.
- E. The Board will select the carrier for Group Term Life Insurance, Income Protection Insurance, Long Term Disability, and Dental Insurance.
- F. The money cannot be paid as salary.
- G. New hires may enroll according to the carrier's provisions for enrolling new hires.

VI. Chaperones on Athletic Trips:

- A. Personnel covered by this contract will be paid at the rate of \$7.00 per trip when they serve as chaperones on spectator buses for athletic trips.
  - 1. The sponsor or coach of any activity or team shall not be considered as a chaperone on a spectator bus within the context of this provision of the contract.

VII. Professional Growth:

- A. For each graduate semester hour (pro-rated for each term hour) beyond a Bachelor's degree taken by an Albion School District teacher, the following sum shall be paid:

1. For each under-graduate semester hour on a planned graduate program or for an administratively approved course - \$25.00.
  2. For each graduate semester hour beyond a Bachelor's degree leading to a Master's degree - \$30.00.
  3. For each graduate semester hour beyond a Bachelor's degree leading to an additional Master's, Specialist's, or Docturate degree - \$35.00.
- B. No payment shall be made for correspondence courses.
- C. The Superintendent shall approve or disapprove all applications for payment of courses.
- D. Applications and approval shall be secured prior to enrolling in courses as much as possible.
- VIII. Teachers will be permitted to attend all school functions and activities free upon proper identification.

IX. Terminal Leave:

- A. In recognition of service to the school district terminal leave payments of \$1,000 shall be paid to a teacher upon retirement, or upon his death to his estate, provided such teacher shall have been employed by the school district for not less than a total of 20 years in the school district.
- B. The payment to teachers who have completed 30 or more years as teachers in the Albion Public School District shall be \$2,000.
- C. A teacher may request for tax purposes, payment of terminal leave in a lump sum or to be paid in equal annual payments over a two or three year period.

ARTICLE XI

A. Professional Personnel:

The Superintendent shall have the sole power to appoint, assign, transfer, promote and demote, or suspend all employees except as otherwise provided by law and by the rules of the Board and this Agreement. All appointments, promotions, demotions, suspensions, which shall be made by the Superintendent shall be reported to the Board for approval and confirmation.

B. Recruitment, Selection and Recommendation of Personnel:

1. The best education occurs when well qualified and dedicated teachers are placed in as ideal a situation as the community can provide. Therefore the Board, through its Superintendent, shall attempt to secure the best qualified and dedicated teachers possible.
2. It shall be the duty of the Superintendent to recruit and recommend only those people who are well qualified and dedicated people. They shall meet all qualifications established by law and by the Board and this Agreement for the type of position for which the nomination is made.
3.
  - a. The Superintendent may use assistants as needed to aid him in recruiting and selecting of staff members.
  - b. The Superintendent will involve staff members in recruiting and selecting teachers, including the interviewing of candidates being considered for teaching positions. Staff members may also make recommendations to the Superintendent concerning the employment of new staff members. A committee composed of an equal number of Board and Association representatives will study ways of involving staff members in the recruiting and selecting of teachers. This committee will make its recommendations to the Board and the Association on or before April 1, 1970. If mutually agreeable, the committee's recommendation shall become a part of this Agreement.
4. Factors which influence selections:
  - a. Training and certification.
  - b. Demonstrated professional competency.
  - c. Personality and compatibility.
  - d. Suitability for position.

5. a. No new teacher shall be employed by the Board prior to August 1st of each year unless if in the opinion of the Board they have or will qualify for both a Bachelor's degree and a Michigan provisional or permanent certificate.
- b. New teachers without a Bachelor's degree and without provisional or permanent certificates may be employed after August 1st by the Board only if no teacher with qualifications listed in Article XI, Section 5, subsection a., can be found.
- c. The Board agrees that any teacher employed by the Board who holds a special teaching permit shall as a condition of his continued employment be enrolled in a program designed to make him eligible for a Michigan provisional or permanent certification and/or degree status within a period of 3 years.

It is understood that the fulfillment of the above condition in no way guarantees a specially certified teacher a position if a fully qualified and certified teacher is available. Teachers on special certificates not meeting the above time limits shall not continue to be employed by the Board.

- d. New teachers employed without a Bachelor's degree and a Michigan provisional or permanent certificate shall be employed at a salary schedule stipulated in Article X for teachers without degrees.
  - e. Teachers employed with a degree from an accredited college or university but without a Michigan provisional or permanent certificate shall be employed at salary schedule for teachers with degrees as stipulated in Article X.
6. Since pupils are entitled to be taught by teachers who are working within their area of competence, a teacher shall not be assigned, except temporarily and for good cause, outside the scope of his teaching certification and his certified major and certified minor field of study. The Association's Executive Board shall be notified in any case where a teacher is assigned outside his certification area, or the area for which he is academically qualified. The Board shall have all rights to assign or place teachers except as expressly limited by this Agreement.
  7. Preference in assigning teachers to duties in addition to their normal teaching schedule, for the duration of this Agreement, including but not limited to such things as adult education courses, driver education courses, extra duties which are enumerated in Article X, and summer school courses, shall be given to teachers regularly employed in the Albion Public School District who are qualified for these extra duties.

C. Process for Reappointment or Dismissal:

1. Recommendations to the Superintendent for reappointment or dismissal, shall be made in writing by the building principal on or before March 1st of each year.

D. Vacancy and transfer policy:

1. A teacher may apply for any position at any time. Such application should be in writing addressed to the Superintendent of Schools.
2. Applications will be considered should such position become vacant either during the school year or during the summer. This application should be renewed annually, before the close of each school year.
3. In filling the vacancy or the filling of a voluntary transfer within the bargaining unit the Board agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, building, class level, and area of specialization, and other relevant factors. The decision of the Board as to the filling of such vacancy, however, shall be final.
4. Staff members shall be notified when any vacancies and/or newly created positions occur through general announcements posted in the buildings during the months school is in session. During the months that school is not in session, general announcements will be posted at Austin School with ten (10) copies of each general announcement sent to the President of the Association. General announcements shall include requirements for filling vacancies listed in the announcement. All applications for vacancies shall be in writing and received in the Superintendent's office by the deadline listed in the bulletin announcing said vacancy. No person shall be hired for the vacancy before the deadline of the written application has passed. All new positions not existing in the district before and all renamed positions listed in the general announcement shall have an accompanying job description.
5. Whenever the criteria for the position are changed, staff members, through the process set up in Article XI, Section D, sub-section 4., shall be notified so that persons formerly not eligible who wish to apply may do so. The Board shall have all rights to reassign teachers except as expressly limited by this Agreement.
6. Teachers with previous teaching experience in Albion, and presently employed in Albion, shall be given preference in grade placement over teachers new to Albion. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and involuntary transfers between schools may be necessary. While the right of determination to assign or involuntarily transfer a teacher is vested in the Board, the Board will only in cases of emergency or to prevent undue disruption of the instructional program assign or involuntarily transfer a teacher. A teacher will not be assigned or involuntarily transferred without prior discussion. Such transfer or changes in assignments shall be on a voluntary basis whenever possible. In making voluntary, or involuntary assignments and/or transfers the convenience and wishes of the individual teacher will be honored to the extent

that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupil.

7. In filling promotional vacancies to administrative and supervisory positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district as well as applicants from outside the school district. The parties, however, recognize that filling of vacancies at the supervisory and administrative levels, and the filling of newly created supervisory and administrative positions, is the prerogative of the Board and the decision of the Board with respect to such matters shall be final.
  8. Any teacher who shall be transferred or promoted to an administrative or supervisory position, and shall later return to a teacher status, shall be returned to his former teaching position or a position of like nature, seniority, and pay as he held prior to accepting the administrative or supervisory position.
- E. All teachers shall be given written notice of their probable placement, including placement in buildings, early or later elementary and/or major subject area division at the secondary level, by the close of the school year. Necessary modifications of this probable placement by the Board should be made as soon as possible. Teachers shall be properly notified and consulted about major changes in their probable placement. Major changes shall include, but not necessarily be limited to:
1. Transfer to a different building.
  2. Transferred from early elementary to later elementary or later elementary to early elementary.
  3. Transferred from one major subject matter area to another subject matter area. In no event will changes be made later than August 15th unless an emergency requires.
- F. Physical Examination:
1. For the protection of pupils and personnel, the Board shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and annually thereafter for all full and part-time personnel employed by the Board. The initial and annual screening tests shall be provided by the Board. Any further costs shall be paid by the employee. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board shall return the employee to his former position, or position of like nature, seniority, and pay without prejudice.

2. The administration will set up one time per year when x-rays will be given in Albion. When teachers cannot take advantage of this, principals will establish a time for transportation to be made to Battle Creek for teachers to have x-rays there.
3. A physical examination may be required by a medical doctor at school expense when good cause can be shown as to the need for such examination and the Board feels the examination is warranted. If the Board shall require that any teacher (except for conscientious objection) have immunizations, cold or flu shots, etc., as a condition of employment or continued employment, the Board shall pay for the same.

G. Retirement:

Effective July 1, 1962, all certified personnel shall retire on June 30th following their sixty-fifth birthday. If in the opinion of the Board the services of a person are considered unusually beneficial to the school system, the Board may request a person to continue beyond the compulsory age on a year to year basis.

H. Professional Growth:

1. The application-payment form for approval of courses shall be secured from building principals. These must be filled out, returned to the principal, forwarded to the Superintendent's designee, and the courses approved by him before the courses are taken in order to be eligible for payment.
2. Requests for payment of approved hours must be accompanied by a grade certificate or some other acceptable evidence of successful completion of work. The completed application-payment form should be returned to the principal for transmission to the Superintendent's office.
3. Payment for summer session work will be made on or after the second check in September following the summer session in which the work was taken. Staff members must be under contract with the Albion Public Schools at the time payment for summer is made.

I. Travel:

1. Mileage rates for private cars on school business shall be 10¢ per mile.
2. School personnel who travel or attend functions as representatives of the Albion Public Schools shall have actual expenses paid.

J. Payroll Deductions:

1. Upon written authorization from a staff member the Board of Education will deduct from wages and salaries for any

or all of the following agencies:

- a. School Employees Credit Union.
  - b. Albion United Fund.
  - c. Tax Sheltered Annuities.
  - d. Professional Dues.
  - e. Hospitalization, Health Insurance, M.E.A. super medical coverage, and Income Protection.
  - f. Savings Bonds.
  - g. Long term disability insurance.
  - h. Dental care insurance.
  - i. Life Insurance.
2. The written authorization for deductions will remain in effect until written modification or discontinuance is filed with the Business Department.
  3. Annual written authorization forms shall be required for the following types of deductions:  
  
Albion United Fund.
  4. All notices for changes must be filed at least 30 days prior to the payroll date the change is to be effective.
  5. The Board and the Association will determine which checks deductions shall be taken from.
  6. All legally required deductions shall be in addition to any of the above elective ones.

K. Payroll Periods:

1. Pay periods shall be every other Friday beginning the second Friday in September.
2. All contracted teachers, either on a full time or part-time basis, will receive their regular pay in the amounts of 1/26th of their contracted salary each pay period.
3. The 1969-70 payroll periods shall be as follows:  
  
September 12, 26  
October 10, 24  
November 7, 21  
December 5, 19  
January 2, 16, 30  
February 13, 27  
March 13, 26  
April 10, 24  
May 8, 22  
June 12, 26  
July 3, 17, 31  
August 14, 28

4. A form shall be sent out by the Superintendent's office by May 8, 1970, whereby the teacher can indicate on or before May 22, 1970, the way the teacher would like to receive the remainder of the contractual pay.

These forms shall be returned to the building principals on or before May 22, 1970. If no form is turned in to the building principal by May 22, 1970, the teacher shall receive the remainder of his contractual pay on June 12, 1970. If the teacher desires to receive his pay spread over the June, July and August payroll periods, he shall indicate on the form mentioned above and return to the building principal on or before May 22, 1970.

## ARTICLE XII

### PROFESSIONAL BEHAVIOR

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession which the building principal, superintendent, or Board thinks are serious enough to warrant the attention of the Association shall be promptly reported in writing to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher, and in appropriate cases, may institute proceedings against the offending teacher.

ARTICLE XIII

REDUCTION IN PERSONNEL

- A. Seniority: New teachers hired into the Albion Public School District shall be considered as probationary teachers as prescribed by the Tenure Act. Seniority in Albion Public Schools starts with the first year of teaching in Albion.
- B. The term seniority as hereinafter used shall be length of continuous service with the Albion Public Schools. Leave of absence granted pursuant to the contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in grades K-8 and by subject matter identified on the teacher's certificate in grades 7-12.
- D. Any teacher shall have seniority from the last date of hire in the Albion Public Schools.
- E. Each year the Board shall prepare a seniority list by certification and classification and transmit a copy of the same to the Association on or before the 1st day of November, and shall be updated by May 1. If the Association is in disagreement on one or all parts of the seniority list and if mutual agreement between the parties can not be reached on the disagreements, the Association may use the grievance procedure.
- F. Necessary reduction of Personnel: The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, and in accordance with the realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available, hereby agree as follows:
  - 1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum when economic necessity dictates.
  - 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
    - a. Probationary teachers shall be involved in the reduction first where any teacher who has acquired any seniority and whose position has been curtailed is certified to

perform the services of the probationary teacher.

- b. In the event tenured teachers' services must be involved in reduction, it will be on the basis of seniority of certification and classification as expressed in Section C above. It is expressly understood that the Association shall have the right to review the reduction list prior to notification of the individuals involved. After the reduction list has been prepared by the Board, the Association and Board shall review said list and attempt to resolve any or all conflict. In the event a choice must be made between teachers with the same or equivalent seniority then knowledge, skill, efficiency on the job, physical fitness, or such other criteria as the Association and Board may adopt may be used in mutually determining the choice. In the event of a dispute concerning the reduction list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review will have taken place.
- G. Recall: Seniority teachers shall be recalled in inverse order of reduction for vacancies and/or new positions opening for which they are certified.
- H. The recall list shall be maintained by the Board for a period of not less than two (2) years. Any teacher on recall will lose the right to recall if said teacher does not return to this system by the second July 1st following the date of receipt of written notification from the Board by registered mail.
- I. No teacher shall be involved in the reduction of personnel unless they have been given a written notification of said action.
- J. The Board will use its best efforts to assist all teachers involved in the reduction to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any annual contract with a teacher.
- K. In case of any dispute arising out of this Article any teacher shall have recourse to the grievance procedure.

ARTICLE XIV

TEACHER EVALUATION

- A. The performance of all teachers shall be observed and evaluated in writing. Probationary teachers shall be observed at least twice in the 1st semester and once in the 2nd semester. Tenure teachers shall be observed at least once during each school year. Each observation and/or evaluation of the probationary teacher shall be followed by a conference between the administrator and the teacher. Each observation and/or evaluation of a tenure teacher shall be followed by a conference between the administrator and the teacher if either party desires the conference. Evaluation of both probationary and tenure teachers shall be made at least once per year.
- B. Observations and evaluations shall be conducted by the teacher's building principal, or his designee.
- C. Each observation shall be made in person for minimum of thirty (30) consecutive minutes. All observations of the performance of teachers shall be conducted openly and with full knowledge of the teacher. Public address systems in schools shall not be used for observation and/or evaluation.
- D. Two copies of all evaluations or observations shall be submitted to the teacher within five (5) days of the observation and/or evaluation. One (1) of the observations is to be signed by the teacher and returned to the administration. The other is to be retained by the teacher. In the event that the teacher feels his observation and/or evaluation was incomplete or unjust he may put his objections in writing and have them attached to the observation or evaluation report. If he does so a conference with the Superintendent or his designee shall be held. In the event that the observation and/or evaluation is not favorable, and in the event that these are to be placed in the teacher's personnel file, both the observation and/or evaluation and the teacher's objection shall be placed in the file.
- E. The current criteria for evaluating professional employees shall be submitted annually to the Association for its comments and suggestions, prior to being used.
- F. 1. One tenured teacher shall be assigned by the Association's Tenure Commission to observe the performance of each probationary teacher. All such observations shall be in writing and shall be in addition to the observations made by the administration. The teacher assigned to observe shall make at least two (2) 30 minute observations all of which shall be completed on or before February 15 of each year. As much as possible, those making the observations shall do so during their preparation periods, special class periods such as elementary art, music, and physical education classes, etc. If the above times for observation are not feasible, then released time shall be granted for said observation subject to Board approval. Where possible the tenured teacher shall be in the same building as the teacher to be observed. The teacher and building

principal shall set up a schedule of observation in advance. All observations shall be in writing with copies given to the Tenure Commission, the subject teacher, and to the principal or immediate supervisor of the teacher. The observations shall include recommendations as to how teaching performance can be improved.

2. The Association's Tenure Commission will make recommendations on or before March 1 of each year to the Board through the Superintendent with copies to the subject teacher, and the principal or immediate supervisor, as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year.
- G. The Tenure Commission can make recommendations regarding the status of any tenure teacher.
- H. Each teacher shall have the right, upon request, to review the contents of his own personnel file, except confidential materials contained therein such as, but not necessarily limited to college credentials and recommendations from previous employers. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:
- Annual TB reports and required medical information.
  - All teacher evaluation reports.
  - Copies of annual contracts.
  - Teacher Certificate.
  - A transcript of academic records.
  - Tenure recommendation.
- No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.
- I. Discipline of teachers including, but not necessarily limited to, reprimand, suspension with or without pay, demotion or discharge shall be subject to the grievance procedure unless previously barred therein.
- J. The administration shall aid the teachers with instructional problems when requested.

ARTICLE XV

INSTRUCTIONAL COUNCIL

- A. There is hereby established an Instructional Council consisting of three representatives appointed by the Board and three representatives appointed by the Association. The Instructional Council shall meet at least once a month during the regular school year.
- B. The Instructional Council will be empowered to make recommendations to both the Board and the Association.
- C. The Instructional Council may consider instructional problems referred to it by the Board, the Association, or individual teachers.
- D. The Instructional Council may appoint committees, as it deems necessary, to study and report on topics.
- E. Subjects of study shall include, but not be limited to, teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters, teaching tools, discipline, and problem children.
- F. The parties agree that the Instructional Council shall serve in an advisory capacity and that the failure of the Board or Association to place any of the recommendations in force shall not constitute a basis for grievance.
- G. Released time may be granted by the Board upon recommendation by the Instructional Council for the purpose of formulation and construction of curriculum changes as well as modification of and/or additions made to the curriculum through the use of the CURRICULUM DEVELOPMENT PROCESS (proposed system).
- H. A budgetary provision not to exceed four hundred (\$400) dollars shall be established for use by the Instructional Council.
- I. The Instructional Council shall study the duties and responsibilities of department chairmen. Also studied will be the concept of released time for departmental chairmen. The Instructional Council shall report its recommendations in writing to both the Board and the Association by March 1, 1970. Recommendations acceptable to both the Board and Association shall become a part of this Agreement.

ARTICLE XVI

PROFESSIONAL FINANCIAL RESPONSIBILITY

All teachers as a condition of continued employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year or:
2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating that the teacher has failed to comply with this condition, shall immediately notify said teacher that his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs and administration of this and subsequent Agreements is recognized as just and reasonable cause for termination of employment.
3. Anyone hired prior to the 1969-70 school year shall not be subject to the above provisions.

ARTICLE XVII

DURATION OF AGREEMENT

1. This Agreement shall be effective as of September 2, 1969, and shall continue in effect for one (1) year through the 14th day of August, 1970. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
2. During the month of April, 1970, prior to the expiration of this Agreement, the parties shall begin negotiations for a new contract.
3. In the event that the State Legislature increases the State Aid per pupil formula after September 1, 1969 for the 1969-70 school contract year, an amount equal to the percentage relationship of teacher salaries to the school budget, as of the above date, shall be apportioned equally to all teachers in a lump sum, provided the said apportionment exceeds \$10.00 per teacher.

APPENDIX

SCHEDULE A

SUMMARY OF GRIEVANCE PROCEDURE:

1. Grievance involving only one building:
  - A. A teacher or the Association may file a grievance within fifteen (15) days of the alleged violation.
  - B. After an incident, discuss orally with building principal.
  - C. If principal's oral decision is unsatisfactory, the grievant may invoke the grievance procedure through the Association on written form (Schedule B) within four (4) school days of building principal's oral decision.
  - D. Building principal's written decision within four (4) school days from receipt of written grievance.
  - E. If the principal's written decision unsatisfactory, Association may file written grievance with Superintendent within four (4) school days of principal's written decision.
  - F. Superintendent will arrange meeting with Association within four (4) school days of the receipt of the written grievance.
  - G. Superintendent's written decision within four (4) school days of meeting.
  - H. If Superintendent's written decision unsatisfactory, may file written grievance with Secretary of Board. The Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the written grievance.
  - I. Board's written decision within ten (10) school days of Board meeting.
  - J. If Board's written decision unsatisfactory, can appeal grievance to arbitration within ten (10) school days of Board's written decision.
  - K. Arbitrator will hold hearing and render a written decision not later than twenty (20) school days after the close of the hearings.
- NOTE: Written grievance forms (Schedule B) are available from Association Representatives in each building.
2. Grievance involving more than one building:
  - A. A teacher or the Association may file a grievance within fifteen (15) days of the alleged violation.

- B. After an incident, discuss orally with Superintendent.
- C. Superintendent has four (4) school days to render oral decision from time of discussion.
- D. If Superintendent's oral decision unsatisfactory, grievant may invoke the grievance procedure through the Association on written form (Schedule B) four (4) school days of the Superintendent's oral decision.
- E. Superintendent will arrange meeting with the Association within four (4) school days of the receipt of the written grievance.
- F. Superintendent's written decision within four (4) school days of meeting.
- G. If Superintendent's written decision unsatisfactory, may file written grievance with Secretary of the Board. The Board at its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the written grievance.
- H. Board's written decision within ten (10) school days of Board meeting.
- I. If Board's written decision unsatisfactory, can appeal grievance to arbitration within ten (10) school days of Board's written decision.
- J. Arbitrator will hold hearing and render a written decision not later than twenty (20) school days after the close of the hearings.

NOTE: Written grievance forms (Schedule B) are available from Association Representatives in each building.

SCHEDULE B  
GRIEVANCE FORM

- I. School Building \_\_\_\_\_ Multiple Buildings \_\_\_\_\_
- II. Date incident occurred \_\_\_\_\_ Oral Discussion Date \_\_\_\_\_
- III. Statement of grievance (including specific section of Agreement or rule, regulation, or order of Board violated):

IV. Relief sought:

- V. Signature of Grievant \_\_\_\_\_  
Signature of Association Representative \_\_\_\_\_

VI. LEVEL ONE:

- A. Date of filing \_\_\_\_\_
- B. Disposition by principal:

C. Signature of Building Principal \_\_\_\_\_  
Date \_\_\_\_\_

NOTE: Part VI will not apply if grievance involves more than one building.

VII: LEVEL TWO:

- A. Request for consideration of grievance by superintendent:  
Date \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_  
Signature of Association Representative \_\_\_\_\_

B. Superintendent's Disposition:

Signature of Superintendent \_\_\_\_\_  
Date \_\_\_\_\_

VIII. LEVEL THREE:

A. Request for consideration of grievance by Board of Education:

Date \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

Signature of Association Representative \_\_\_\_\_

Signature of Association President \_\_\_\_\_

B. Board's Disposition:

C. Signature of Secretary of Board \_\_\_\_\_

Date \_\_\_\_\_

IX. LEVEL FOUR:

A. Date submitted to Arbitration \_\_\_\_\_

B. Disposition by Arbitrator:

C. Signature of Arbitrator \_\_\_\_\_

Date \_\_\_\_\_

SCHEDULE C

PROCESS FOR GETTING A SUBSTITUTE

Teachers needing a substitute should call 629-9168 between 5:00 P.M. and 7:00 A.M. and leave the necessary information with the answering service.

Teachers who know before 3:00 P.M. of the day the substitute works that they will be out another day should call their principal who can ask the substitute to report for another day. If the teacher does not call, the substitute will not report for a second day.

Teachers are not to secure substitutes without first securing permission from central office. If teachers are going to be absent for any prolonged period, arrangements should be made prior to leaving through their building principal.

SCHEDULE D  
STUDENT CALENDAR  
1969-1970

1. Student Enrollment	Sept. 3, 1969
2. Thanksgiving Vacation	Nov. 27-28
3. Winter Vacation	Dec. 20-Jan. 4, 1970
4. 1st Semester Ends	Jan. 22, 1970
Total Attendance Days	95 Days
5. 2nd Semester Begins	Jan. 26, 1970
6. Spring Vacation	March 27-April 5
7. School Ends - Students	June 11
Teachers	June 12
GRAND TOTAL ATTENDANCE DAYS	183 days
Additional Paid Days	
Regional Institute -----	2 days
Thanksgiving -----	2 days
Record Day -----	1 day (January 23)
Good Friday -----	1 day
Year End Day -----	1 day (June 12)
	<hr/> 7 days
	TOTAL - 190 DAYS

SCHEDULE E

THE CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the N.E.A. Representative Assembly Dallas, Texas, July, 1968.

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the

acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator ---

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

## PRINCIPLE II

### COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies in the public.

In fulfilling his obligation to the public, the educator ---

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institution or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept not gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advance.

### PRINCIPLE III

#### COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator ---

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

### PRINCIPLE IV

#### COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator ---

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt

- notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
  6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
  7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
  8. Shall not delegate assigned tasks to unqualified personnel.
  9. Shall permit no commercial exploitation of his professional position.
  10. Shall use time granted for the purpose for which it is intended.

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of September 1969.

EDUCATION ASSOCIATION

By Kenneth S. Walthers, Jr.  
 -----  
 Its President and Spokesman of  
 the Negotiation Team

By William T. Qualls  
 -----  
 Its Secretary

By Beryl L. Hammer  
 -----  
 Negotiation Team Member

By Andrew M. Kooi  
 -----  
 Negotiation Team Member

By Thomas E. Chisholm  
 -----  
 Negotiation Committeeman

BOARD OF EDUCATION

By Elkin R. Isaac  
 -----  
 Its President and Negotiation  
 Team Member

By Dr. C. C. Williams  
 -----  
 Its Secretary

By James S. Lantz  
 -----  
 Acting Superintendent of Schools  
 and Spokesman of the Negotiation  
 Team

By John H. Schuring  
 -----  
 Negotiation Team Member

By Emmett W. Lippe  
 -----  
 Negotiation Team Member